



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Ratify Interim Deputy City Manager employment agreement executed by the City Manager with Mr. Jere Kersnar

MEETING DATE: July 6, 2005

PREPARED BY: City Manager

RECOMMENDED ACTION: Ratify Interim Deputy City Manager employment agreement executed by the City Manager with Mr. Jere Kersnar.

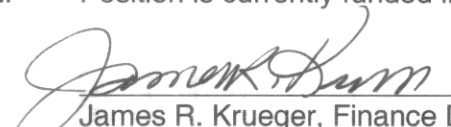
BACKGROUND INFORMATION: The City Manager has selected Mr. Jere Kersnar to serve as the Interim Deputy City Manager while a new Deputy City Manager is being recruited. While the selection of the Interim Deputy City Manager is at the sole discretion of the City Manager, the Manager is respectfully requesting that the Council ratify the terms of the employment agreement executed between the City Manager and Mr. Kersnar.

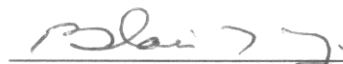
Attached is the proposed agreement. It calls for compensation at an amount equal to an annual salary of \$119,556, payable in 26 equal installments as all other City employees. This compensation falls within the limits of the pay range for the Deputy City Manager that has previously been approved by the City Council.

Mr. Kersnar is scheduled to begin work August 1, 2005. He has served as City Manager for the cities of Belmont and Carmel-by-the-Sea, Assistant City Manager for the City of Cathedral City, and Assistant Director of Community Development for the City of Lakewood, Colorado. He has been a Senior Management Consultant for Ralph Andersen & Associates and is knowledgeable in personnel and economic development.

FISCAL IMPACT: The financial terms will allow an experienced City Manager to serve as Interim Deputy City Manager for Lodi.

FUNDING AVAILABLE: Position is currently funded in the 2005-2006 budget.


James R. Krueger, Finance Director


Blair King, City Manager

BK/sl

Attachment

APPROVED: 
Blair King, City Manager

INTERIM DEPUTY CITY MANAGER EMPLOYMENT AGREEMENT

This Agreement is made and entered into as of July 6, 2005, by and between the City of Lodi, a municipal corporation, hereinafter called "City" and Jere A Kersnar, hereinafter called "Employee," both of whom agree as follows:

RECITALS:

It is the desire of the City to retain the services of Employee on an interim basis and to provide inducement for him to remain in such employment, make possible full work productivity, and to provide a just means for terminating Employee's services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. GENERAL:

City hereby agrees to employ Employee as the Interim Deputy City Manager of the City starting August 1, 2005 and Employee agrees to perform the functions and duties the City Manager shall from time to time assign to him.

2. HOURS OF WORK:

The Employee has discretion as to his work schedule but must devote an average minimum of 40 hours per week to the job.

3. COMPENSATION:

City agrees to provide the following compensation to Employee during the term of the Agreement:

- (a) Base Salary – Employee shall be paid an annual salary of \$119,556 per year, payable in twenty-six (26) equal installments in the same manner as City department heads.
- (b) The City shall pay all traditional employer costs required by law, including but not limited to: FICA, Medicare, Unemployment Compensation, and workers compensation.

4. BENEFITS:

- (a) Holidays - Employee shall receive thirteen and one half (13 ½) paid holidays per year credited in the same manner as all other City employees.

- (b) Vacation Leave - Employee shall be granted paid vacation leave in the amount of 15 days per year at the same rate of accumulation granted all other City employees. Upon termination or resignation of employment, Employee or those entitled to his estate, shall receive a lump sum payment for unused or accumulated vacation time to his credit at his rate of pay as of his date of termination.
- (c) Sick Leave - Employee shall be granted 12 days of sick leave per year which will accrue at a rate of 3.08 hours per pay period.
- (d) Administrative Leave - Employee shall be granted eighty (80) hours of administrative leave per year. Upon termination or resignation of employment, Employee or those entitled to his estate, shall receive a lump sum payment for unused or accumulated administrative leave to his credit at his rate of pay as of his date of termination.
- (e) Other terms and conditions – Except as otherwise provided herein, all provisions of the City of Lodi Municipal Code, official policies and regulations and rules of the City relating to disability, incapacity, vacation, holidays, retirement systems contributions, and other fringe benefits and working conditions as they now exist or hereafter may be amended also shall apply to Employee as they would to other executive management employees of City as set out in the Executive Management Statement of Benefits in addition to said benefits set out in this Agreement. Currently those benefits include a PERS two percent (2%) at fifty five retirement plan.

5. SEPARATION:

- (a) Resignation – In the event Employee voluntarily resigns his position with City, he shall give City at least twenty-one (21) days advance written notice and shall be entitled to all earned salary and leave time referenced herein.
- (b) Termination & Removal – Employee is an “at will” employee and shall serve at the pleasure of the City Manager. The City Manager may remove Employee at any time, with or without cause. Twenty four hours Notice of termination shall be provided to Employee in writing. Moreover, this contract shall automatically terminate upon the hiring of a permanent Deputy City Manager. In recognition of the fact that Employee’s employment is on an interim basis, Employee shall not be entitled to severance pay or severance benefits of any kind upon termination.

6. MODIFICATIONS:

No modification of this agreement shall be valid unless said modification is in writing and signed by both parties.

7. CONFLICT OF INTEREST:

Employee shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to his City employment. Employee is responsible for submitting to the City Clerk the Appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

IN WITNESS WHEREOF, the City Manager of the City of Lodi has signed this Agreement and Employee has signed and executed this Agreement as of the day and year first above written.

CITY OF LODI, a municipal corporation:

EMPLOYEE:

By: _____
Blair King
City Manager

Jere A. Kersnar
Interim Deputy City Manager

Attest:

Approved as to Form:

Susan J. Blackston
City Clerk

D. Stephen Schwabauer
City Attorney